

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2006

Division: County Attorney

Bulk Item: Yes XX No

Staff Contact Person: Pedro Mercado

AGENDA ITEM WORDING:

Approval of lease agreement with Mark Hyatt to temporarily lease additional space for parking at the Key West International Airport.

ITEM BACKGROUND:

The Key West International Airport renovation and expansion project will require the closure of a portion of the current parking area as construction of the new parking area is completed. The lease is for property directly behind the former Benihana's restaurant and is adjacent to the airport and will replace lost parking capacity.

PREVIOUS RELEVANT BOCC ACTION:

None.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$6,000/month

BUDGETED: Yes No XX

COST TO COUNTY: \$36,000

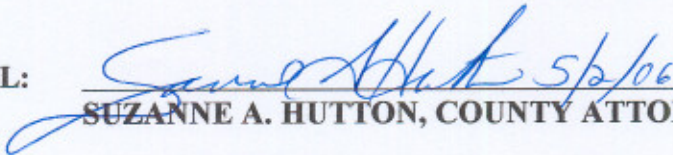
SOURCE OF FUNDS:

REVENUE PRODUCING: Yes XX No

AMOUNT PER MONTH

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


SUZANNE A. HUTTON, COUNTY ATTORNEY

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

LEASE AGREEMENT
KEY WEST INTERNATIONAL AIRPORT
HYATT AND HYATT INC.

This Agreement is made and entered into by and between Monroe County, a political subdivision of the State of Florida, owner of Key West International Airport, whose address is 3491 South Roosevelt Boulevard, Key West, Florida 33040, (County or Lessor), and Hyatt and Hyatt Inc., whose address is 17021 Starfish Lane West, Sugarloaf Shores, Fl. 33042, (Hyatt or Lessee).

Hyatt owns a parcel of land situated on Key West and more particularly described in Exhibit "A."

1. **PROPERTY.** Hyatt leases exclusively to the County the land shown on Exhibit A, hereafter the premises. Exhibit A is attached and made a part of this Agreement.

2. **TERM.** The term of this Agreement is for three months beginning on May 1, 2006 and terminating on July 31, 2006. At the completion of the original term, the parties shall have the option to renew on a month to month basis. The month to month renewal period shall not extend beyond October 31, 2006.

3. **USE AND CONDITIONS.** The premises shall be used solely for the purposes of employee parking. No signs of any kind will be permitted on the leased right-of-way area. If the premises are used for any other purpose, Hyatt shall have the option of immediately terminating this Agreement. Lessee shall not permit any use of the premises in any manner that would obstruct or interfere with any Lessor functions and duties.

The Lessee will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the premises. Lessee will not block common road access at any time. Lessee will not block access to loading dock and ramp area. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations or as those terms are understood in common usage, are specifically prohibited. The Lessee will not use or occupy said premises for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinance and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises.

4. **RENT.** For the use of the premises, the Lessee must pay the Lessor the sum of \$6,000 (Six Thousand dollars) per month on an arrears basis, due and payable on the first day of the month. The monthly payments shall be remitted to Hyatt and Hyatt Inc., 17021 Starfish Lane West, Sugarloaf Shores, FL 33042.

5. **CONDITION OF PREMISES.** The Lessee must keep the premises in good order and condition. The Lessee must promptly repair damage to the premises. At the end of the term of this Agreement, the Lessee must surrender the premises to Hyatt in the same good order and condition as the premises were on the commencement of the term, normal wear and tear excepted. The Lessee is solely responsible for any improvements to land and appurtenances placed on the premises.

6. **IMPROVEMENTS.** No structure or improvements of any kind shall be placed upon the land without prior approval in writing by Hyatt. Lessee shall be responsible for obtaining any permit(s) required by Monroe County or any other federal, state or municipal agency, as required by law. Any such structure or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost

and expense. Any structures or improvements constructed by Lessee shall be removed by the Lessee at Lessee's sole cost and expense, by midnight on the day of termination of this Agreement or extension hereof, and the land restored as nearly as practical to its condition at the time this agreement is executed unless Hyatt accepts in writing delivery of the premises together with any structures or improvements constructed by Lessee. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the property or premises hereby leased for occupancy by Lessee; and Lessee does hereby accept the leased property or premises as now being in fit and tenantable condition for all purposes of Lessee.

7. **NON-DISCRIMINATION.** The Lessee and Lessor agree that there will be no discrimination against any person. The Lessee and Lessor agree to comply with all Federal and Florida Statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685 -1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975; as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination based on disability; 10) Secs. 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identify or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this agreement.

8. **TERMINATION.** Hyatt may treat the Lessee in default and terminate this Agreement immediately, without prior notice, upon failure of Lessee to comply with any provision of this Agreement. After the initial three month term, Lessee may terminate this Agreement upon giving thirty days prior written notice to Hyatt.

9. **DEFAULT-WAIVER.** The waiver by the Lessee or the Lessor of an act or omission that constitutes a default of an obligation under this Agreement does not waive another default of that or any other obligation.

10. **ASSIGNMENT.** The Lessee may not assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of Hyatt. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the Lessee and the Lessor.

11. **SUBORDINATION.** This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, and the County, whether in effect on commencement of this lease or adopted after that date.

12. **INCONSISTENCY.** Any item, condition or obligation of this Agreement that is in conflict with the items listed in this paragraph is superseded to the extent of the conflict.

13. **GOVERNING LAWS/VENUE.** This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs.

14. **INDEMNIFICATION.** The Lessee is a political subdivision of the state subject to limited liability under §768.28, F.S., and maintains adequate insurance to respond to any liability in excess thereof. To the extent authorized by §768.28, F.S., Lessee shall indemnify, defend and hold harmless Lessor, and Lessor's agents, trustees, executors, personal representatives, general partners, limited partners, and attorney-in-fact, of and from any and all fines, claims, demands, liability, cost or expense (including but not limited to attorney's fees) and causes of action, of every nature whatsoever brought by any person or entity, arising or growing out of, directly or indirectly, the following: (i) the occupation or use of the Premises, or the Property and every part thereof, by Lessee, (ii) any breach or violation of this Lease by Lessee, or (iii) the conduct of Lessee's business except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of Lessor or any of Lessor's employees, agents, contractors or invitees. For all purposes of the indemnification granted herein, the claims, demands, acts or omissions of Lessee's contractors, employees, agents, servants, guests, clients and invitees shall be deemed to be those of the Lessee.

15. **CONSTRUCTION.** This Agreement has been carefully reviewed by the Lessor and the County. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

16. **NOTICES.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

LESSOR:

Hyatt and Hyatt Inc.
17021 Starfish Lane West
Sugarloaf Shores, FL 33042

LESSEE

Monroe County
Key West International Airport
3491 South Roosevelt Blvd.
Key West, Fl. 33040

17. **FULL UNDERSTANDING.** This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

18. **EFFECTIVE DATE.** This Agreement will take effect on May 17, 2006.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor Charles "Sonny" McCoy

